Ogden, November 23.

ENGLISH'S DEATH.

William English, the man who was so frightfully injured by being run over by an engine near the depot on Wednesday, died at the Union Pacific hospital at 11 o'clock the same night. From the first, his life was despaired of, the shock being too much for the J.

of, the shock being too much for the man's system. After his removal to the hospital it was found necessary to amputate both legs above the knee, and although all that medical aid could do to save him was done, he succumbed to his injuries.

Deceased leaves a widow and six children in mourn his demise, for whom the most heartfelt sympathy is appressed. A brother of the deceased's in Colorado has been communicated with. The funeral services will be held in the First Ward meeting house, today, at 1 p. m. All criends are invited to attend.

The following orders were made by

FOURTH DISTRICT COURT.

The entire time in the district court yesterday was consumed in hearing the testimony in the damage suft brought by Gloseppi Gherna against

Saturday, December 1st, 1894-4405-Lonenzo Marriott et, al. vs. John Marriott.
4410-Thomas H. Ensor vs. E. F. 4456-Ensor Remedy company vs.

James E. Horrocks.

Monday, December 3rd, 1894—4556—
George W. Carr et. al. vs. John Hed-4489-L. H. Balfe vs. L. A. Benton et. Tuesday, December 4th, 1894-4588-John Y, Rich vs. A. N. Rosenbaum et.

4589-John T. Rich vs. A. N. Rosenbaum. 4537-D. P. Tarpey vs. William Sheen. 4604-George J. Marsh vs. Daniel

Wednesday, December 5th, 1894—4592 Shilby Bartlett vs, Charles Woodmanage et, al.
4560-F. L. Thirkield vs. Mountain

Niew Cemelery Association. 4612—Utah National Bank of Ogden vs. Salt Lake and Ogden Gas and Electric Light company.
Thursday, December 6th, 1894—4509—
A. A. Wenger et. al. vs. James Ham-

in et. al. 4577—R. S. Brooks vs. E. J. Bell≪t. al. 4577—R. S. Brooks vs. E. J. Beffet, al. 4533—Ogden Electric Rallway com-pany vs. Ogden City et al. Friday, December 7, 1894—4564—Harry N. Mayo vs. Charles W. Chase et al. 4554—Martha D. Farr vs. W. B. Swi-

trains east and south. This train will a double drawing-room buffer er, tourist sleeper, free reclining car and all other first-class

513 UTAH LOAN & TRUST BUILDING. FOR THE TRANS-MISSISSIPPI CON-

St. Louis, November 26th to 29th. The Union Pacific will sell roundtrip tickets, November 23rd and 24th, at 345.50. For particulars call at City Ticket Office, 201 Main street. The shortest and fastest line.

PARK CITY PARAGRAPHS.

A Wedding.

ber company, of Park City, was se- her child; that the defendant was its

BURROWS-HORTON.

VALUE OF A VOTE.

A Majority of One That Decided Important Events in History.

A circular sent out the last week by Chairman Taggart of the Democratic state central committee contained. postar time in the district count yesterday was consumed in hearing the testimony in the damage suit brought by Gloseppi Gherna against the Rio Grande Western Railway company, the particulars of which were published in yesterday morning's Herald.

The jury is still out.

An evening session of the court was held at which testimony in the suit of C. K. Bannister vs. Pullman Palace Car company was taken.

The following jury cases have been seet for trail:

Tuesday, November 27th, 1894—4435—Right Rev. Lawrence Scanan vs. Ogden Ensor Institute.

4435—Lerniz vs. The Boyle Funniture company et. al.

4494—Pred C. C. Kenyon vs. Ogden City Street Railway company, Wednesday, November 28th, 1894—228—W. G. Faulkner vs. Daniel Pugh.

Friday, November 28th, 1894—228—Priday, November 28th, 1894—228—Pugh.

Friday, November 28th, 1894—228—Pugh

to repay the valuable service Kelso had rendered him. Keiso's client was in bed with a dangerous fever when election day came, but, against the protests of the physicians, he announced his purpose of going to the polis in an improvised ambulance. It was two miles to the voting place. The bed, with the patient, was placed on a wagon and driven to the polis. When he arrived he was too weak to get up, but he had the satisfaction of seeing his bailot deposited. Then he went home and died. The official count showed that Kelso was victorious by just one vote.

Then a chain of singular events began. It devolved on the senate to which Keiso was elected to choose a United States senator. The Democrats had a meager majority of the two branches of the legislature. Tilman A. Howard. Whig, and Oliver Smith, Democrat, were the regular candidates. Kelso bolted the Democratic caucus and announced that he would not vote for Smith under any circumstances. He brought over to his side another Democrat named Hoover, and for many days and weeks the balloting went on, always with the same result: Howard T. Smith 74. Hannigan 2. Seventy-six votes were necessary to elect. Edward A. Hannigan was a brilliant young lawyer, and Kelso selected him as his candidate without consulting him in the beginning of the long struggle. The greater the efforts to bring Kelso over to the Smith side the more stubborn he became. Finally he announced that the farce had to ond, that he would cast his vote for the Whigs if the Democrate caucus was recanweed, and Hannigan was nade the party candidate and was elected United States senator the following day.

A fierce controversy took place in the United States Senate the next year over the admission of Texas into the Union. Her admission was finally secured by a majority of one vote, and that one vote was cast by Hannigan. Smith had previously promised that he would vote against admitting the state if he were elected. Thus the vote cast up in the wooded hills of switzeriand county by a dying man led up to the

GOT THREE MONTHS.

SENTENCE FOR FORNICATION IN THE PROVO COURT.

Defendant Strennously Denied His Gullt. But the Jurors Preferred the Girl's Testimony to His-A Big Damage Suit-A Burglary.

Provo, Nov. 22.-Yesterday afternoon, in the First district court, the case of the United States vs. Zed Barkdall, was taken up and tried. C. Weeter Meets With a Serious Barkdall is charged with the crime of Accident-Frank Ward's Faneral- fornication, committed with a Miss Littlewood, at Meadow, Millard

weeter, manager of the Weeter Lumber company, of Park City, Nov. 21 Seys.—1. A. Company of Park City was second to this injuries.

Deceased leaves a widow and strends from the port of the deceased's in Colorado has been communicated with The funeral services will be held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the deceased's held in the Lits Ward neutral point of the Ward neutral point of the Lits Ward neutral point

glarized early this morning. The thief The following orders were made by Judge Perrin today:
In the matter of the estate and guardianship of Sarah Maguire, et al., minors, court entered a decree of settlement of annual account of guardian. In the matter of the estate of Kimball B. Mercer, deceased; court appointed Gilbert T. Boreman administrator with the will annexed, and fixed bonds at \$5,000.

BURHOWS-HORTON.

T. W. Burrows and Miss Retta Horton, of Provo city, are to be married tonight. It will be the signal for a grand time among the Kimball estate employees, as "Pony" has been one of the boys for a long time.

AMERICA.

VALUE OF A VOTE.

Secured a watch and chain, but was frightened away before procuring anything more. They effected an entrance through the kitchen window and was in Mrs. Hamberg's room, ransacking her bureau when the lady awoke and screamed. A good description of the boys for a long time.

AMERICA.

VALUE OF A VOTE.

LICENSED TO WED. secured a watch and chain, but was

LICENSED TO WED.

THE HERALD'S CHEAP RATES SECURE!

Best Results, Surest Results, Most Results, Quickest Results.

WANTED! WANTED!

RATES.

Simutions Wanted -Per line, 5 cents; 3 lines, 10 cents; subsequent inscritons nalf price. Hesp Wanted, Rouses or Roems for Rent or Wanted—Per line, 5 conts; sub-equent insertions, 21.2 cents. sequent insertions, 21-2 cents.

Other Matter-One line, per day, 10 cents; 3 days, 20 cen's; one week, 40 cents; one month, \$1,00.

Weeter, manager of the Weeter Lum-case, testified as to the paternity of parlors, 429 South Main street, A good girl for general housework at 123 South Twelfth East.

J. B. KEYSOP & BRO., DENTISTS Rooms 1, 3 and 2, first floor, Scott-Auer-bach Building.

PLUMBERS.

HEESCH & DAVIS SANITARY CO., 69 East First South. ERSKINE BROS., ALL KINDS OF plumbing and gas fitting done promptly at moderate prices. 49 West First South street.

BUSINESS CHANCES.

45% average weekly profits on \$150 invested. Prospectus, itemized statistics free. Benson & Dwyer, 831 Broadway, N. Y.

STEAM-HEATING.

P. J. MORAN-STEAM AND HOT water heating and ventilating apparatus, 238 State street.

SUMMONS.

IN THE DISTRICT COURT IN AND for the Third judicial district of Utah territory, county of Salt Lake. Samuel Cooper, plaintiff, vs. John W. Jones, Margaret Jones, the Salt Lake Valley Loan garet Jones, the Sait Lake Valley Loan and Trust company, a corporation; James K. Burnham, Thomas K. Hanna and Abbert H. Munger, trading and doing business as Burnham, Hanna, Munger & Company; Abram Hart, Henry N. Hart, Jacob Levi and Nathan J. Schmaltz, trading and doing business as Burnham, Hanna, Munger & Company; Abram Hart, Henry P. Lattey, defendants, The people of the territory of Utah send greeting to John W. Jones, Margaret Jones, the Sait Lake Valley Loan and Trust company, a corporation; Jame; E. Burnham, Thomas K. Hanna and Aloert H. Munger, trading and doing business as Burnham, Hart, Henry N. Hart, Jacob Levi and Nathan J. Schmaltz, trading and doing business as Hart Brothers, H. S. Laney, Ruth F. Matthews and John H. Latey, defendants. You are make good salaries. Address, and John Jres, Laney and Address, and John Jres, C. H. Spencer & Co., halfgrowers, have their new office now open in Septiment where they will successfully treat the scaip. Roems 33 and 35 for ladies Mrs. Spencer not being able to give all the ladies who have called in the past twenty days, a free test treatment will extend her invitation for thirty days more. We guarantee to stop all heir from falling and doing business as Burnham, Hart, Henry N. Hart, Jacob Levi and Nathan J. Schmaltz, trading and doing tradity and the scaip while the same of the past twenty days of the scaip. Roems 33 and 35 for ladies who have called in the past twenty days, a free test treatment will extend her invitation for thirty days more. We guarantee to stop all heir from falling and doing business as Burnham, Hart, Henry N. Hart, Jacob Levi and the scaip Roems 33 and 35 for ladies who have called in the past twenty days, a free test treatment will extend her invitation for thirty days and the scaip Roems 33 and 35 for ladies who have called in the past twenty days, a free test treatment will extend her invitation for thirty days more. We guarantee to stop all heir from falling and doing business as Burnham, Hart, Henry N. Hart, Jacob Levi and Nathan Price 25 cents per box. For saie by Z.
C. M. I. drug department.

For Letter Heads.

Bill heads, statements, ball tickets and all kinds of job work send to The Herald, Quick work and reasonable prices assured.

Conforming with the new Rio Grands Western time card, passengers via the Missouri Pacific railway now leave Pacific arts. See that your ticket reads via Missouri Pacific railway now leave Pacific arts. See that your ticket reads via Missouri Pacific railways. S. V. Derrat, C. F. & P. A., 21 Morian block, Sait Lake city.

PAINTERS.

PETERSOII & BROWN; & WEST First South. Signa.

DISSOLUTION OF PARINERSHIP.

THIS IS TO CERTIFY THAT THE BROWN; S. WIST First South. Signa.

DISSOLUTION OF PARINERSHIP.

THIS IS TO CERTIFY THAT THE GROWN; S. WIST First South. Signa.

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DISSOLUTION OF PARINERSHIP.

THIS IS TO CERTIFY THAT THE GROWN; S. WIST First South. Signa.

PROBATE COURT ORDERS.

IN THE PROBATE COURT IN AND For Sail Lake city. South of the county of the proper of the c

FOR RENT

For Rent-Two or four rooms on 33 Seven rooms on corner of Third East and Brigham streets.

Two nice rooms, pantry, closets and kitchen, at 527 First street. MONEY TO LCAN.

Money to loan; large or small amounts; ave commission. Apply "E" Herald. MONEY TO LOAN-LOANS, ANY amount on city, or Salt Lake and Luvis county tarns. Apply at once No. 317 Mccounty farms. Cornick block.

MONEY ALWAYS ON HAND-SEE principal, Russei L. Tracy, 42 Commercial block.

FOR SALE.

A good Jersey cow. Apply at 162 South Eighth East street. Bargains-Schaffer plane and second and bleyele. T. G. box 100.

Cheap, 50 acres first-class farm land, and some fine city property in Smithfield. Enquire box 447, Logan.

PERSONAL.

Thomas H. Nott, for twenty years with S. P. Teasdel, would be pleased to meet any of his old friends and patrons at his present place of business, namely, the Sult Lake Equitable Co-op. corner of Richards and First South streets, and assures them courteous treatment and low prices. Call in and see me. THOMAS H. NOTT.

Agents make \$5 daily; marvelous invention; retails 25 cents; two to six sold in a house; sample mailed free. Forshee & McMakin, Cincinnati, O.

The firm doing business under the name of the Utah Shirt factory, is this day dissolved by mutual consent, C. Nelson retiring, C. C. R. Wells will continue business at old stand, corner State and Second South.

ODORLESS SANITARY CO., NO. 67 Main street. Telephone 379.

IN BUVING OR SELLING YOU SAVE money by calling at the I X L Securit-Hand store, 48 East Second South. Utah snirt factory. All kinds of shirts o order. Room 31 Galent block corner state and Second South, Salt Lake city, Itah.

\$25 for a list of names of agents in any desirable vicinity. Reply with stamped envelope. Agents Directory company, Kansas City, Mo.

Wanted: Ladles, married and single, with good figures and looks for theatrical companies. Exteriore not necessary. You can make good salaries. Address, enclosing stamp for reply, American Dramatic Exchange. 3 Dearborn street, Chicago, Ill.

PROFESSIONAL CARDS.

ATTORNEYS. P. E. BARKER, ATTORNEY-AT-LAW, rooms 51-52, Hooper block.

SAWYER & PUTNAM, Attorneys-at-law, 315 Progress Building. F. E. McGURRIN, 311 DOOLY BLOCK. Stenographer and typewriter. All kinds. W. H. DICKSON, ATTORNEY-AT-law. Rooms 512 to 515 Progress Building.

LOOFBOUROW & KAHN, C. F. William, Commercial Block. RICHARD B. SHEPARD, Lawyer. 37-40 Commercial Block.

RICHARDS & RICHARDS ATTOR-neys and counselors. Room 505 McCor-nick Block. SAMUEL A. KING, ATTORNEY-AT-law, First National Bank Building, Provo City, Utah.

TRUSTEE'S SALE.

CASCANATA D. Parr vs. W. H. Seri.

**Billand John R. Jones vs. Urben Pacific Pacific Str. Pacifi

DELINQUENT NOTICE.

rooms, 28 and 209 Constitution building, Sait Lake city, Utah. Notice. There are delimquent on the following described stock on account of an assessment levier on the 3th day of September, 1894, the several amounts get opposite the names of the respective shareholders, as follows:

Smith, Joseph F.
Smith, Joseph F.
Smith, Joseph F.
Smarr, Thoa B. &
Taylor, H. W.
Williams, Joseph. *Balance. And in accordance with law so many shares of each purcel of such stock as may be necessary will be sold at the office of the company, rooms 20% and 20% Constitution building. Sait Lake city, on the 24th day of November, at 2 p. m. 1884, to pay the delinquent assessment together with the cost of advertising and expense of sale.

ASSESSMENT NOTICE.

UTAH AND SALT LAKE CANAL CO. DYTAH AND SALT LAKE CANAL CO. principal place of business, Sait Lake city. Utah. Notice is hereby given that at a meeting of the trustees held on the 15th day of September, 1894, an assessment of one dollar per share was levied on the capital stock of the corporation, payabito the secretary at the general office of the company. Room No. 28 Constitution building, Sait Lake city. Utah, before the 15th day of November, 1894. Any stock upon which this assessment may remain unpaid on the 12th day of November, 1894, will be felinquent and advertised for saie at public auction, and unless payment is made before, will be sold on the 12th day of December, 1894, at 2 p. m., to pay the delinquent assessment, together with the cost of advertising and expense of saie. nquent assessment, together with the of advertising and expense of sale, pectfully, GIDEON A. GIERS,

Dated Salt Lake City, September 30, 1891. At a meeting of the board of di-rectors held November 10, 1894, the time of declaring the above assessment de-linquent was extended to December 12, 1894, and the time of sale to January 12, 1896. GIDEON A. GIBBS.

Utab and Salt Lake Canal Company. MARSHAL'S SALE.

MARSHAL'S SALE -PURSUANT TO

m order of sale and decree of foreclastics of the fall and decree of foreclastics at the south of the territory of Unit 1 shall expose at public sale, at the south of the sale property of Unit 1 shall expose at public sale, at the south of front door of the county court house in the city of Sait Lake, county of Sait Lake, and territory of Utah, on the 2th day of Reber Young, Vitate R. Young, his wife, at the following premises, and territory of Utah, on the 2th day of Reber Young, Vitate R. Young, his wife, at the following premises, and territory of Utah, and interest of Reber Young, Vitate R. Young, his wife, at the Commercial and Savings bank, a comparison of the last will of Henry McEwan, deceased; S. W. Darke, as administrator of the sax will of Henry McEwan, decased; S. W. Darke, as administrator of the sax will of Henry McEwan, decased; William G. Margetts, James Ashman, J. Walton, James L. Cochrane, Henry Recises, Adam Spiers, Marwaret Wilson, a comportion, Louise Sait, and Eleon C. Campbell of, in and to the following described real estate, situate, bying and being in the city and county of Sait Lake certory of Utah, and particularly described real estate, situate, bying and being in the city and county of Sait Lake certory of Utah, and particularly described real estate, situate, bying and being in the city and county of Sait Lake certory of Utah, and particularly described real estate, situate, bying and being in the city and county of Sait Lake certory of Utah, and particularly described real estate, situate, bying and being in the city and county of Sait Lake, certory of Utah, and county of Sait Lake certory of Sait Lake certory of Sait Lake, certory of Sait

Toylor, Rountey, Armstrong company, a corporation, Louise Smith and Elenor C. Campbell, at the suit of Ellen Smith. Terms of sale, cash.

NAT M. BRIGHAM.

By JOHN B. CUMMOCK,
Deputy Marshal.
Dated at Salt Lake city, October 16, 1894. ure to me directed by the district court of the Third judicial district of the territory of Utah, I shall offer at public sale at the west front door of the county court house, in the city and county of Salt Lake, territory of Utah, on the sith day of December, 1894, at 12 o'clock m. all the right, ititle, claim and interest of Joseph A. Morlan and his wife Kate L. Morlan, Joseph M. Stourt, S. S. Terrill, Addison B. Jones, Roger C. Knox, the American National Bank, Bank of Salt Lake, Philo Leon Holland, S. P. Warren and O. P. M. Warren, a partnership doing business as Warren Brothers; R. W. Nicol, the Salt Lake, Hardware company, Andrew C. Brixen and P. T. Hlatt, F. E. Gregg, and the National Bank of the Republic, of, in and to the following described real estate, situate in the city and county of Salt Lake, territory of Utah, to-wait Beginning ten rods north of the southeast corner of lot one, block twenty-two, plai "A." Salt Lake city survey, running thence north five rods, thence east ten rods to the place of beginning. To be sold as the property of Joseph A. Morlan, one of the defendants, at the suit of E. M. Weller, Mary A. Weller and Darwin E. Chaffin, as executors under the will of Joseph Weller, deceased. Terms of sale, cash.

NAT M. BRIGHAM.

By D. N. SWAN.

Williams, VanCott & Sutherland, Plaintiffs' Attorneys.

NOTICE TO CREDITORS.

NOTICE TO CREDITORS—ESTATE

of George Hearst, deceased. Notice is
bereby given, by the undersigned, administrator of the estate of George Hearst,
deceased, to the creditors of, and all
persons having claims against the said
deceased, to exhibit them with the necessary vouchers within ten months afterthe first publication of this notice, to
the said administrator, at his office, No.
125 South Main street, ever Weils, Fargo
de Co.'s hank, Sait Lake city, in the
county of Sait Lake, Utah.
Date of first publication, Oct. 28, 1894.
ROBERT C. CHAMBERS,
Administrator of the estate of George
Hearst, deceased.

Bennett, Marshall & Bradley, Attorneys for Estate.

LEGAL NOTICE.

LEGAL NOTICE-IN THE PROBATE

odore Bridder, as prayer for in case petition,
In witness whereof, I have hereunto, set my hand and affixed the seal (Seal) of said court, this list day of November, A. D., 1884.

Clerk of the Probate Court, M. M. Kaighn, Attorney for Petitioner.

TRUSTEES' SALE.

TRUSTEES SALE—WHEREAS, ON the 2d day of November, 187, Ann D. Grossbeck, and John A. Grossbeck, for value received, made and executed their certain promissory note of said date to Charles Brink, conditioned for the payment of the sum of one thousand doilars (3,100), with interest thereon from date until paid, both before and after judgment, at the rate of 175 per annum, negable quarterly in advance. Which said note was due and payable on the 2d day of November, 184, without grace. That the whole amount of the principal of said note is now due and unpaid. That there is also due the sum of \$3,50 thereon at the rate of \$4,50 per month, from the 2d day of February, 189, upon a certain exupon interest note attached to said note. And, whereas, in order to secure the payment of said note and interest the said Ann D. Groesbeck and John A. Grossbeck, executed their certain deed of trust wherein they were parties of the first part, and S. Haya, trustee, was party of the second part, and Charles Brink, the payse named in said note, was the party of the shaid S. Haya strustee was party of the third part; wherein they conveyed to said S. Haya strustee the following described real estate to-wit: A part of lot seven (7), in block ninety-five (76), plat "A." Saif Loke city survey; and commending at the southeast corner of said lot seven and running thence west ten (60) rods; thence east ten rods; thence south two and one-half rods; thence south two and one-half rods; thence of beginning, in Sait Lake county. Utah

IN THE DISTRICT COURT IN AND for the Third Judicial district of Utah territory, county of Salt Lake John Beskman, plaintiff, vs. Causie Foley, S. indicinal district of the territory of Utah, and to answer the complaint filed therein within ten days (exclusive of the day of service) after the service on you of
this summons-if served within this
county; or, if served out of this county,
but in this district, within twenty days;
otherwise within forty days-or jedgment by default will be taken against
you, according to the prayor of said
complaint. The said action is brought
to have judgment in the sum of \$3.500,
with interest at 7% per annum from
September 27, 1500, for \$200 autorney's fee,
alleged to be due on a destain promissory note, executed by defendant. S. B.
Westerfield to Jacob Hirsch and Solomon Plaut March 18, 1890 for \$3.000, with
interest from date at 7% per annum,
same being due, and wholly unpaid,
thereon; said note being secured by a
miorigage of even date on certain premlises, being all of bot 9, block 14 dive acreplat "A". Big Field survey, in Saitt Lake
county, Utah, executed by said Westerfield to said Hirsch and Plaut; said note
and mortgage having been daily assigned to plaintiff, who is now the holder
thereof; part of said premises having
leen releases from operation of said
mortgage, to-wit All of lots 1 to 10 inclusive, block 1, and lots 5, 6, 18, 29
and 20, block 2, also 18, 18, 20, block
1. Watkins addition, being subdivision
of lot 9, block 1, and lots 5, 6, 18, 29
and 20, block 2, also 18, 18, 20, block
1. Watkins addition, being subdivision
of lot 9, block 1, and lots 5, 6, 18, 29
and 20, block 2, also 18, 18, 20, block
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of lot 9, block 1, and lots 5, 6, 18, 29
and 20, block 2, also 18, 18, 20, block
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and 20, block 1, and lots 5, 6, 18, 20
and 20, block 1, and lots 5, 6, 18, 20
and 20, block 1, and lots 5, 6, 18, 20
and 20, block 1, and lots

Sawyer & Putnam, attorneys for plain-

A Man

tto read not superficially, but between the lines,)

Is Foolish

who having something to sell neglects To Advertise.